



MEMORANDUM

Date: January 14, 2013

To: The Honorable Chairman and Members
Pima County Board of Supervisors

From: C.H. Huckelberry
County Administrator 

Re: **Solid Waste Operations – Change In Service Delivery Model**

In the last five years, beginning in Fiscal Year (FY) 2007/08, the County has subsidized our solid waste operations by \$4.8 million. Before this period, these operations were self-sustaining through fees for waste disposal.

In the near future, the County's solid waste operations will need a General Fund subsidy of nearly \$2 million annually. Because of private waste disposal options, these subsidies have been required, and solid waste operations will not generate sufficient revenue to cover expenses in the future.

This situation is the result of many factors, but the most significant is the construction of regional landfills by the large waste management companies in the area resulting in decreasing receipts at the County's facilities. A new Marana waste disposal facility will go into operation in the third quarter of Calendar Year 2013. If the County continues to provide the array of solid waste services in the manner we presently do, our subsidy will continue to increase, perhaps dramatically.

In order to reduce the General Fund subsidy, I plan to issue a Request for Proposals (RFP) for a private entity to operate the County's facilities.

The County currently operates the following facilities:

1. Four solid waste landfills: Ajo, Tangerine Road, Ina Road and Sahuarita. With the exception of the Ina Road facility, these landfills are currently open and accept municipal waste. The Ina Road Landfill accepted construction and demolition debris and greenwaste and was temporarily closed due to very low volume of receipts.
2. Two transfer stations: Catalina and Ryan Field. These transfer stations accept bagged household trash and recyclables only. The Catalina station also

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accepts greenwaste for six months of the year. The waste is transported to one of the landfills for final disposal.

3. Four rural collection sites: Arivaca, Arivaca/Sasabe, Why and Lukeville. These sites contain bins for the disposal of residential waste. These bins are emptied and the waste is transported by a contractor for final disposal at a landfill.

The RFP directs interested proposers to submit operating plans for these facilities (except Ina Road Landfill) describing how they would operate these facilities in the future at essentially the same level of service currently provided by the County. Since both the Tangerine and Sahuarita Landfills are approaching the end of their useful life, the RFP asks proposers to propose alternatives to the current landfills. For example, the Tangerine Landfill may not be needed once the Marana Landfill is operational, and the Sahuarita Landfill could be replaced with a transfer station at that location.

The goal of any contract reached through this RFP is to continue to ensure that Pima County residents have access to disposal locations in a manner substantially equivalent to those currently provided by the County and in a manner that ensures environmental compliance and minimizes illegal dumping, as well as continuing to provide recycling services. Equally important is the goal of greatly reducing the General Fund subsidy required to maintain the solid waste facilities. The RFP states that any current employees not hired by the successful proposer will be reassigned within the County. There are currently 25 employees in the Solid Waste Division. No County employees would lose their jobs as a result of any contract.

I intend that the RFP be released late in January 2013, and a contract award will be made to allow a smooth transition with the beginning of FY 2013/14. A copy of the draft RFP and draft contract are attached for your review and information.

Please let me know if you have any questions regarding this operating services plan.

CHH/mjk

Attachment

c: Martin Willett, Chief Deputy County Administrator
John Bernal, Deputy County Administrator for Public Works
Ursula Kramer, Director, Environmental Quality
George Widugiris, Director, Procurement
Tom Burke, Director, Finance and Risk Management



PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)

Solicitation Number: [REDACTED]

Title: Outsourcing Of Landfill And Transfer Station Operation

DUE IN AND OPENS: [DATE] AT OR BEFORE [1:00 P.M.] LOCAL ARIZONA TIME (MST)

Submit Proposal to:

Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

Pre-Proposal Conference: AT A.M. LOCAL ARIZONA TIME (MST)

Pima County Procurement Department
130 West Congress, 3rd Floor
Tucson, Arizona 85701

SOLICITATION: Pima County is soliciting proposals from Offerors qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: This Request for Proposals (RFP) is issued by Pima County (County) to seek competitive proposals for a solid waste facility operating services contract (Contract). The Contract shall provide that the successful Proposer operate certain Facilities (as defined within) and operate and maintain the same pursuant to the terms and conditions of the Contract. The Facilities include the Tangerine Landfill, Sahuarita Landfill, Ajo Landfill, Ryan Field Transfer Station, Catalina Transfer Station, and specific rural collection sites and related property, permits, contracts and other assets pertinent to the operation of the County's solid waste system (collectively, the Facilities). The County's intention is to enter into one contract for all sites, although one proposal may be submitted by one company in partnership with others.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Offerors are required to check this website for addenda prior to the Due In and Opens Date and Time to assure that the proposal incorporates all addenda. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

A Pre-Proposal Conference will be held for the purpose of clarifying requirements and answering prospective offeror questions. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is mandatory for all Offerors.

Proposals shall be submitted as defined in the Instructions to Offerors, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Offerors must complete and return those documents identified in the Instruction to Offerors Submission of Proposals instruction.

Proposals may not be withdrawn for 60 days after opening except as allowed by Pima County Procurement Code.

A \$5 million performance bond is required.

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSAL.

Questions and Deviation requests shall be submitted in writing to Procurement Department, Attention: Keith E. Rogers. All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within 8 days of the solicitation *Due In and Opens Date and Time* may not be answered.

Fax: (520) 791-6643 email: keith.rogers@pima.gov

USPO Mail to the following address:

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

Keith E. Rogers, CPPB
Commodity/Contracts Officer

Publish: The Territorial: **January XX, XX, XX & XX, 2013**

INTRODUCTION

This Request for Proposals ("RFP"), and any subsequent Addendums, is issued by Pima County (County) to seek competitive proposals for a solid waste facility operating services contract (Contract). The Contract shall provide that the successful Proposer operate certain Facilities (as defined below) and operate and maintain the same pursuant to the terms and conditions of the Contract. The Facilities include the Tangerine Landfill, Sahuarita Landfill, Ajo Landfill, Ryan Field Transfer Station, Catalina Transfer Station, and four rural collection sites and related property, permits, contracts and other assets pertinent to the operation of the County's solid waste system (collectively, the Facilities). The County's intention is to enter into one contract for all sites, although a proposal may be submitted by one company in partnership with others to operate all the sites as described below.

Proposers shall take the County's goals identified in the Scope of Services into consideration when preparing their Proposals.

Description of Facilities

The County currently operates four landfills (Tangerine Road, Ina Road Construction and Demolition, Sahuarita, Ajo), two transfer stations (Ryan Field (operated on property leased from the Tucson Airport Authority) and Catalina (on property owned by the County)), and four rural collection sites (unsupervised bins where residents can take garbage and a contractor picks up and disposes). These sites, with the specific exclusion of the Ina Road Landfill, will collectively be referred to as the Facilities in this document.

Current Operations

1. Tangerine Landfill – this landfill is located on Tangerine Road west of I-10. The landfill is open Monday through Saturday from 7:30 a.m. to 3:00 p.m. The landfill accepts items not hazardous or liquid including household waste, green waste, construction debris, furniture and carpet, manure and livestock waste, and inert materials such as dirt, rock, concrete and bricks. The landfill also accepts scrap metal, mixed stream recycling and appliances. During fiscal year 2012, the County accepted approximately 40,000 tons of waste and had nearly 80,000 entries of which about 60,000 were residential. Residential tonnage is not weighed and therefore not included in the tonnage. There are dual scales at this site to weigh incoming and outgoing loads.
2. Tangerine Road Waste Tire Collection Facility – the waste tire collection site is located on top of the Tangerine Road Landfill. Waste tires are collected and recycled by a contractor under contract to the County. During fiscal year 2012, the County received almost 13,000 tons of tires from about 7000 entries.
3. Sahuarita Landfill – this landfill is located on La Canada Road, one mile south of Sahuarita Road, west of I-19. The landfill is open Monday through Saturday from 7:30 a.m. to 3:00 p.m. The landfill accepts items not hazardous or liquid including household waste, green waste, construction debris, furniture and carpet, manure and livestock waste, and inert materials such as dirt, rock, concrete and bricks. The landfill also accepts scrap metal, mixed stream recycling and appliances. Residents may also bring in not more than five tires a year; these tires are transported to the Waste Tire Collection facility. During fiscal year 2012, the County accepted about 30,000 tons of waste and had about 33,000 entries of which about 18,000 were residential. Residential tonnage is not weighed and therefore not included in the tonnage. There are dual scales at this site to weigh incoming and outgoing loads.
4. Ajo Landfill – this landfill is located on Well Road approximately 1½ miles northeast of downtown Ajo, Arizona. The site is open from 8:00 a.m. to 4:00 p.m. Tuesday through Saturday. The landfill operates under a small arid landfill exemption. The landfill accepts residential waste including green waste, construction debris, furniture and carpet, manure and livestock waste, and inert materials such as dirt, rocks, concrete, and bricks. The landfill also accepts tires into rolloff bins. There are no utilities at this site and no scales. The County estimates that the Ajo Landfill receives about 10 tons per day.
5. Catalina Transfer Station – this transfer station is located at 14425 N. Oracle Road approximately 3 miles north of Tangerine Road. The site is open Thursday, Friday and Saturday from 7:30 a.m. to 3:00 p.m. The facility accepts bagged household waste only. It also accepts greenwaste from February through July, mixed stream recycling and scrap metal. Residents may also bring in not more than five tires a year; these tires are transported to the Waste Tire Collection facility. This site is owned by the County. The transfer station use is a grandfathered use under the current zoning and the footprint of the facility cannot be changed. There is an old landfill adjacent to the transfer station on the property. During fiscal year 2012, the County accepted about 600 tons of waste from 6500 residential entries. There are scales at this site to weigh loads.

INTRODUCTION (Continued)

6. Ryan Field Transfer Station – this transfer station is located at 6455 S. Continental Road, approximately ¼ mile west of Ryan Airfield. The site is open Thursday, Friday and Saturday from 7:30 a.m. to 3:00 p.m. This site is owned by the Tucson Airport Authority and operated under a lease agreement with the County. The facility accepts bagged household waste, mixed stream recycling and scrap metal. Residents may also bring in not more than five tires a year; these tires are transported to the Waste Tire Collection facility. During fiscal year 2012, the County accepted nearly 1500 tons of waste from about 16,000 residential entries. There are no scales at this site. The County's lease agreement with TAA provides that the County maintain, at the County's expense, a 40 yd roll off at the Ryan Field Airport which is picked up at a maximum once a month but not less than once every other month.
7. ABOP facilities (antifreeze, batteries, oil, paints) – Tangerine Landfill, Sahuarita Landfill, Catalina Transfer Station and Ryan Field all have ABOP Stations where residents can dispose of these materials for collection by the jointly-operated City and County Household Hazardous Waste Program. The Ajo Landfill only has oil disposal facilities not a full ABOP station; the oil is collected under a County contract with a private company.
8. Rural Collection Centers (RCCs) – the County has four RCCs. The sites contain bins where residents can dispose of household waste at no charge. The sites are not staffed although they are periodically patrolled and cleaned.
 - a. Arivaca – fourteen 6 yard bins and four 8 yd bins serviced three times per week plus one 40 yd rolloff serviced weekly by County staff.
 - b. Sasabe/Arivaca – five 8 yard bins serviced twice a week.
 - c. Why – eight 6 yard bins serviced twice a week from April through September and serviced three times per week from October through March.
 - d. Lukeville – three 6 yard bins serviced twice a week.
9. Ina Road Landfill – the Ina Road Landfill is located at 5301 W. Ina Road, on Ina Road west of I-10. The landfill accepted construction and demolition waste as well as clean greenwaste. However, the landfill temporarily closed in 2010 due to significant decreases in disposal volumes.

Material to be available:

Permits

RCC information

Compliance reports, test, inspections

Budget for each location including tires

List of staff

Fee schedule

SCOPE OF SERVICES

The County proposes to enter into an operating agreement, with a term to be specified by the Contractor, for the County's Solid Waste Facilities.

1. County requirements – general. The County's primary goals are as follows:
 - a. Financial Benefit: The County is currently spending about \$6.8 million and generating revenues of about \$4.8 million (net loss of \$2 million) annually to operate the facilities. The County desires to eliminate or minimize that cost.
 - b. Transfer operations of all of the Facilities except the Ina Road Landfill.
 - c. Assure that the Facilities will be operated in compliance with all applicable federal, state and local laws, regulations and permits. This includes the County's fugitive dust and odor regulations found in Pima County Code Title 17 and Master Facility Plan Approvals issued by ADEQ. Any environmental violations resulting from the Contractor's operations are the responsibility of the Contractor.
 - d. Preserve capacity at the landfills for the County-generated illegal dumping cleanup program waste stream, approximately 180 tons per year at each of the landfills (Sahuarita and Tangerine but not Ajo).
 - e. Transfer operations of the waste tire collection facility although the location of the facility may be changed.
 - f. The contractor may elect to hire current County staff working at the Facilities but is not required to do so. Staff not hired by the Contractor will be reassigned within the County.
2. Tangerine Landfill
 - a. Site must be left in a condition necessary for closure (final grades, etc.). See the approved closure plan for specific details.
 - b. The remaining airspace at the Tangerine landfill is included in this Contract and generally available for use by the successful Proposer.
 - c. County or its contractor must maintain access to the Tangerine Landfill for development and operation of a gas to energy system or other alternative energy systems.
 - d. This site is the current location of the Waste Tire Collection site. This collection site must continue to be operated but may be moved to an alternative location(s).
 - e. Successful Proposer shall provide the County with cover material (270,000 cubic yards) for the Tangerine Landfill for future final closure. The cover material must meet specifications established by the approved closure plan. Contractor shall deliver the cover material to the Tangerine Landfill site at a location specified by the County.
3. Sahuarita Landfill
 - a. The remaining airspace at the Sahuarita landfill is included in this Contract and generally available for use by the successful Proposer.
 - b. The successful Proposer shall either complete construction of the second half of cell 2 or construct and operate a transfer station at the landfill site. Any facilities constructed on the County's property become the property of the County at the termination of the contract.
 - c. Site must be left in a condition necessary for closure (final grades, etc.). See the approved closure plan for more information.
4. Ajo Landfill
 - a. Provide suggested alternate operating scenario for the Ajo Landfill. The County currently operates the landfill under a small arid landfill exemption. The County requires that the successful Proposer maintain some sort of municipal waste facility in Ajo; however, the County will consider alternate operating scenarios to minimize the operating costs associated with this municipal waste facility. The successful Proposer shall be responsible for the final disposal of the waste either at the current landfill or at an alternate disposal location.
5. Catalina Transfer Station
 - a. The County requires continued operation of this location as a transfer station.
 - b. Preserve County access for maintenance and monitoring of the closed landfill.

SCOPE OF SERVICES (Continued)

6. Ryan Field Transfer Station - The County requires continued operation of this location as a transfer station.
7. Rural Collection Sites
 - a. Take over operation of the unmanned rural collection sites.
 - b. The County asks to Proposer to evaluate the current RCC locations and services and propose any changes that may result in improved services and reduced costs. The County desires the RCCs be located to serve the rural residential community, not businesses or other non-residential operations. The Lukeville location in particular may be closed or relocated if it is not providing residential service.
 - c. The successful Proposer will be responsible for final disposal of the waste at an appropriate location.
 - d. The successful Proposer will be responsible for maintaining the sites in a clean and safe manner.
8. Maintain the ABOP facilities wherever possible.
9. Maintain the recycling facilities wherever possible.

Desired Future Operations

The County desires that the level of service to the community remain equal or better to the service currently provided by the County. Specifically, the following is required at each facility:

1. Tangerine Landfill: Recognizing the landfill has limited capacity and a diminishing operational area, and that the Marana Landfill is expected to commence operations in the near term, it may be feasible to use most of the available airspace at this location and then essentially cease daily operations at Tangerine. It would be reasonable to expect the public will have access to the Marana Landfill to meet their disposal needs. The successful Proposer shall ensure that 5000 tons of capacity remains at the landfill to accept County-generated waste. Once the landfill reaches the capacity available to the contractor, the operation, management and eventual closure will be the responsibility of the County. Regardless of such timing, the County will continue monitoring of perimeter gas probes, groundwater monitoring and maintenance and operation of the leachate collection system. The Contractor is responsible for all additional recordkeeping and compliance. The Contractor shall maintain the ABOP facility until the landfill is closed to the public. While the Contractor is operating the landfill the Contractor shall conduct stormwater inspections as required in the approved stormwater plan and repair any stormwater erosion immediately. No daylighting of waste shall occur.
2. Waste Tire Collection Facility: The waste tire collection facility is currently located on approximately five acres on the Tangerine Landfill. The successful Proposer must provide a location, either at Tangerine or at an alternate location(s), to allow for collection of waste tires. The County's has a contract with CRM to collect and recycle the tires. The County will continue to use this contract and will pay for CRM's costs directly. The successful Contractor will be expected to track the volume of tires and accept tire manifests and operate the facility in accordance with state and local requirements (see ARS 44-1304). The operator must also be able to provide information to the County to allow it to prepare and submit annual reports as required in ARS sections 44-1305 and 44-1306. The Proposer must demonstrate that any alternate location(s) would be located to allow convenient access by the public, CRM, and businesses seeking tire disposal.
3. Sahuarita Landfill: The landfill must continue operations at current hours and the types of waste accepted shall not decrease. Once the accepted volumes near final capacity, the Proposer may propose alternative operations that meet this requirement either by continued operation of the landfill or a future transfer station. The successful Proposer shall ensure 5000 tons of capacity remains at the landfill to accept County-generated waste. Once the landfill reaches the capacity available to the contractor, the operation, management and eventual closure will be the responsibility of the County. Regardless of such timing, the County will continue monitoring of perimeter gas probes, groundwater monitoring and maintenance and operation of the leachate collection system. The Contractor is responsible for all additional recordkeeping and compliance. Contractor and County will coordinate regarding access to the site. The Contractor shall maintain the ABOP facility. Once a transfer station is operational at this location, any waste accepted at the transfer station may not remain on site for more than 48 hours. While the Contractor is operating the landfill the Contractor shall conduct stormwater inspections as required in the approved stormwater plan and repair any stormwater erosion immediately. No daylighting of waste shall occur.

SCOPE OF SERVICES (Continued)

4. Ajo Landfill: The County currently operates the Ajo Landfill under a small arid landfill exemption. The Ajo landfill currently operates five days a week, 8-hours per day. The successful Proposer may reduce the hours or days of operation to more reasonably address the operating costs at that location. In addition, the Proposer may propose alternative operating scenarios such as a small transfer station to reduce cost. Alternatively, the proposer may propose a plan to collect revenue to recover some or all of the cost associated with site operation. If an alternative to the landfill is eventually used, the County must be included as having the rights to utilize the disposal contract in the future should the successful Proposer be unable to continue the operations. Maintain the ABOP facility either at the landfill or at the alternate proposed operating site.
5. Ryan Field and Catalina Transfer Stations: The current operating hours may not be reduced and the currently accepted material must continue to be accepted. The Proposer may propose alternative operations that meet this requirement. Maintain the ABOP facilities.
6. Rural Collection Centers: The County prefers that the RCCs continue to be available 24 hours per day for no cost access. However, the County is willing to consider alternate operational scenarios the Proposer feels may be feasible.
7. The County currently has a prohibition against the importation of out-of-county waste (see Pima County Code 13.40.020.L). If the Proposer plans to accept waste from other counties, the Proposal must clearly state that plan and describe the source and type of waste.
8. The Contractor must follow the accepted operational plans submitted to the County. If, in the future, the Contractor desires to change operations at any site, the Contractor must submit a revised proposed operating plan for County approval prior to modifying operations.
9. The County desires continued good relationships with neighbors at these facilities. Should the County receive complaints regarding Contractor operations, the County reserves the right to conduct oversight of the Contractor's operations and ensure good neighbor practices are followed. The Contractor shall ensure that no noticeable litter is present at any of the sites.
10. The County retains ownership of all solid waste equipment located at the landfills and may dispose of such equipment in accordance with County policies. The successful Contractor is responsible for obtaining any equipment necessary to conduct operations at all of the landfill sites. All scales however will remain and the successful Proposer will be responsible for any maintenance and repair for the duration of the contract.
11. The contract will include the lease of transfer station equipment specific to the operation of that site to the successful Proposer. The successful Proposer will be responsible for all repair and maintenance and any needed replacement of such transfer station equipment for the duration of the contract.
12. Rural Collection Centers – the County does not own any equipment associated with the RCCs. The bins are the property of the service provider.
13. County will retain responsibility for the submittal of all fees to the State and County.
14. The contractor must maintain the current entry fees at the facilities for one year. After that time, the contractor may establish new fees in accordance with Arizona Revised Statutes 11-251.08 and 11-251.13. The Proposer shall propose a fee schedule for the second year of the contract if different from the first and identify any increases proposed for subsequent years.

SOLICITATION #XXXXX OUTSOURCING OF LANDFILL AND TRANSFER STATION OPERATIONS

INSTRUCTIONS TO OFFERORS

1. PREPARATION OF RESPONSES

All proposals shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the proposal. Typewritten responses are **preferred**.

All proposals shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the proposal.

Surety required by this solicitation may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. PRICING and OFFER DOCUMENTS

Throughout this solicitation document, the meaning of *proposal* and *offer* are intended to be synonymous.

Offerors shall complete and submit their offers utilizing the forms provided by this solicitation. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. Failure to comply may cause the proposal to be improperly evaluated or deemed non-responsive.

The proposal/offer certification document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the proposal as non-responsive.

All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should offeror during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to the County, that offeror shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by offeror shall include all costs required to implement and actively conduct and document cost control and reduction activities. Unit Prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destinations"). Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days. Pima County reserves the right to question and correct obvious errors.

3. GENERAL SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive proposals.

Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified in the solicitation.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the offeror's sole risk.

Items included in the proposal shall meet the specifications and requirements set forth by the solicitation.

Deviation requests shall specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests submitted within 8 days of the solicitation due date may not be answered. Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code.

Offerors are advised that conditional offers that do not conform to or that request exceptions to the published solicitation and addendums may be considered non-responsive and not evaluated.

INSTRUCTIONS TO OFFERORS (continued)

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified Manufacturer and offeror documentation, including and not limited to the following shall be provided by the successful offeror not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

4. OFFERORS MINIMUM QUALIFICATIONS

In order for proposals to be evaluated and considered for award, proposals must be deemed **Responsive and Responsible**. To be deemed **“Responsive”**, the submitted offer documents shall conform in all material respects to the requirements stated by the solicitation. To be deemed **“Responsible”**, offerors shall document and substantiate their capability to fully perform all requirements defined by the solicitation. Factors considered include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and other factors required to provide the performance defined by the solicitation.

Offeror shall certify that they possess the minimum qualifications contained in **Exhibit A: Minimum Qualifications Verification Form (x Pages)**. Offeror shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the offeror’s proposal to be rejected as **Non-Responsive and/or Non-Responsible**.

5. EVALUATION AND AWARD CRITERIA

Pima County shall evaluate proposals deemed **Responsive and Responsible**. Proposals shall be evaluated according to the evaluation criteria set forth herein. Evaluation of cost shall be made without regard to applicable taxes.

<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
A. Financial Proposal	30 points
B. Operational Plan (for all facilities)	30 points
C. Company Experience and Knowledge of Solid Waste Operations	20 points
D. References	15 points
E. Sustainability	<u>5 points</u>
Total	100 points

The evaluation criteria will be used by the evaluation panel when scoring the offeror’s answers to the questions contained in **Exhibit B: Questionnaire (x Pages)**. Offeror should respond in the form of a thorough narrative to each specification as guided by the Questionnaire. The narratives along with required supporting materials should be evaluated and awarded points accordingly. Forms provided and requested for inclusion in this proposal shall not be modified.

Evaluation Criteria

The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria, unless otherwise indicated:

A. Financial Proposal (0 to 30 points)

In the Financial Proposal, the Proposer must propose an annual fee to be paid by the County to manage the operations described in the Scope of Services. If the annual fee may vary from year to year, the Proposer should describe such variations. The Financial Proposal should separately specify a dollar/ton rate for managing the waste tires. The County will continue to pay CRM directly for their costs to pick up and recycle the tires. (see ARS 44-1305. Waste tire fund and program)

INSTRUCTIONS TO OFFERORS (continued)

SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE (Professional Services Excluded)

Any contract funded in any amount with federal funds is not eligible for this preference.

For those proposals whose cost does not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the Total Price Proposed amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, Total Price Proposed or as negotiated. **To be eligible for the price preference, SBE firms must include with their proposal documents a copy of their current SBE certificate document** which may be acquired from the City of Tucson; Office of Equal Opportunity Programs, (520) 791-4593 (520) 791-2639 TTY, 201 N. Stone Ave. , 3rd Floor North , Tucson , AZ 85701.

Their SBE website, which typically includes an SBE Directory & Application forms listing of firms holding SBE Certification, is located at: www.pima.gov/procure/sbe/SBEDir.pdf

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at (520) 724-3296 for assistance or further information.

COST POINTS CALCULATION

Points for the cost will be calculated by the Procurement Department based on the Total Price Proposed (TPP) using the following formula: Lowest Total Price Proposed Amount (LTPP) will receive the maximum quantity of points. Other proposals will be allocated points using the following formula: $(LTPP / \text{Other TPP}) \times \text{Maximum Points} = \text{Score}$

B. Operational Proposal (0 to 30 points)

The operational proposal must describe how solid waste in Pima County will be managed. The minimum level of service must be comparable to the level of service currently provided by the County.

C. Company Experience and Knowledge of Solid Waste Operations (0 to 20 points)

The County seeks to enter into a contract with a company experienced in the operations of municipal solid waste operations and preferably with a company with solid waste operations currently in Pima County in order to complement the County's facilities with the Contractor's facilities.

D. References (0 to 15 points)

Offeror shall have a minimum of three (3) professional references documenting the offeror's ability and expertise in providing the similar services in this solicitation. Offeror shall provide **Exhibit D: Reference Form** to their clients and their clients shall fax the reference forms directly to the Pima County Procurement Department no later than the Due In and Opens Date and Time in the form. Offeror must verify that at least three (3) clients submit the form on offeror's behalf. References received after the Due In and Opens Date and Time will not count toward the required number of references. Failure to provide the required number of references may be cause for the offeror's proposal to be rejected as ***Non-Responsive***.

Points for the references will be based on the offeror's work for its clients receiving similar services to this solicitation.

E. Sustainability (0 to 5 points)

Offeror shall provide information regarding your company's philosophy and/or policies on waste prevention, reduction, recycling and/or reuse of your company's material resources.

Oral Presentation

The Commodity/Contracts Officer will notify finalists of the date, time and location of the oral presentations. The presentation will include the demonstration of any function, product or system capability included in the proposal. Points for the oral presentation will be based on presenter's knowledge, effectiveness of communication, experience with similar contracts and the quality of the responses to questions during the presentation.

County reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendation for award will be to the responsible and responsive offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria set forth in this solicitation.

INSTRUCTIONS TO OFFERORS (continued)

If an award is made, the County will enter into an agreement with the Offeror that submitted the highest scoring responsive and responsible offer(s) by executing and transmitting a blanket contract or purchase order document that incorporates the Offer without further action by the Offeror. The County may conduct discussions with the Offeror to clarify the Offer and Agreement details provided that they do not substantially change the intent of the solicitation. Unless otherwise specified, relative ranking of proposal(s) will be made considering the average of total points given to each proposal by evaluators. If the County, at its sole discretion, determines that none of the Proposals is acceptable the County may terminate this solicitation.

6. SUBMISSION OF OFFERS

Offerors are to complete, execute and submit **one original and [# of evaluators] copies** of the required documents. The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation that includes and may not be limited to the following:

- A. **Exhibit A: Minimum Qualifications Verification Form**, fully completed as requested, including the required documentation.
- B. **Exhibit B: Questionnaire**, fully completed as requested, including all requested documentation.
- C. **Exhibit C: Reference Form**, This form is to be provided by offeror to their current clients, and the clients shall complete the form and fax it directly to the County prior to the Due In and Opens Date and Time. Offeror must verify that at least 3 current clients submit the form on offeror's behalf. Failure to meet this requirement may cause submittal to be deemed non-responsive.
- D. **Exhibit D: Sample General Services Contract**, complete and provide the requested information which may include and not be limited to Item Unit Price(s), Tax, Addenda and Acknowledgement information and Execute/Sign the offer agreement form. Incomplete or Unsigned documents may be deemed non-responsive. **CCO: If additional documents requested by Exhibit D, add/list them above; such as, Price List/Catalog documents; Performance Bond document, etc.**

The proposal shall be bound and indexed in the order as indicated above with the exception of Exhibit C Reference documents which shall be submitted by the selected Reference Firms. Please do not use 3-ring hard cover binders.

Proposals must be received and time stamped at the specified location at or before the Due Date/Time as defined by the *Request for Proposals*. Unless specified requested (References) Facsimiles will not be accepted. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. Proposals and modifications received after the Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Due Date/Time.

Proposals must be signed by an authorized agent of the offeror and submitted in a sealed envelope marked or labeled with the offeror's firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Due Date/ Time specified by the *Request for Proposals*.

Proposals and modifications received after the closing time specified will not be accepted. Facsimiles of proposals will not be accepted.

Failure to comply with the solicitation requirements may be cause for the offeror's proposal to be rejected as *non-responsive* and not evaluated.

7. BEST AND FINAL OFFER

County reserves the right to request additional information and/or clarification with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that discussions are held and clarifications are requested, a written request for best and final offers shall be issued. The request shall set forth the date, time, and place for the submission of best and final offers. If offerors fail to respond to the request for best and final offer or fail to submit a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

INSTRUCTIONS TO OFFERORS (continued)

8. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful offeror by issue of a blanket contract, purchase order or contract. The offeror agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the offeror agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by revision or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Offeror's own risk. Offerors shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

9. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

“The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and offerors to check the website”

10. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submitter agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed “Request for Taxpayer Identification Number and Certification” document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

END OF INSTRUCTIONS TO OFFERORS
(Revised September 26, 2012)

EXHIBIT A: MINIMUM QUALIFICATIONS VERIFICATION FORM (x PAGES)

OFFEROR'S NAME: _____

Offeror certifies that they possess the following minimum qualifications and shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the offeror's proposal to be rejected as **Non-Responsive**.

[MQ's are intended to define QUALIFIED potential offerors, not product or service minimum requirements.]

[List the MQ's and required documents; be very clear re what documents are acceptable/not]

Provide documented and verifiable evidence that your firm satisfies the following Minimum Qualifications, and indicate what/if attachments are submitted.

ITEM NO.	MINIMUM QUALIFICATIONS	COMPLIANCE YES/NO (SELECT ONE)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1.	The offeror must clearly list their current solid waste operations. The list must identify solid waste operations including landfills and transfer stations in Arizona and indicate that the offeror has conducted those operations for many years.	Yes/No	
2.	Proposed personnel must have experience in solid waste operations including the management of landfills and transfer stations.	Yes/No	

SOLICITATION #XXXXX OUTSOURCING OF LANDFILL AND TRANSFER STATION OPERATIONS

<p>3.</p>	<p>Financial Assurances</p> <p>The Proposer must provide Financial Assurances to assure the County that it will be able to complete the Solid Waste operations. These criteria will be evaluated based on the following company pass/fail criteria:</p> <ol style="list-style-type: none"> 1. If publicly traded, a copy of the most recent SEC filing. 2. Provide audited financial statements for the most recent 3 fiscal years with opinion, management letter and notes to the financial statements (for parent corporation and all subsidiary corporations and specifically identify those corporations operating in Arizona). Include SAS 70/SSAE 16 report, include the same for unincorporated businesses. 3. Evidence of ability to secure a performance bond for \$5,000,000. 4. Provide a listing of fines or penalties paid by the parent company or any subsidiary or any business entity operating in the United States to any regulatory agency during the most recent 3 fiscal years and current year to date. Multiple fines for failure to pay income tax withholdings timely will cause proposal to be deemed non-responsive. 5. Provide current Standard and Poor's, Fitch Group and/or Moody's Investor Service bond rating (if applicable). Bond rating must be B, AA or better in order for proposal to be deemed responsive. <p>Any Proposer that fails to achieve a passing score on any of the pass/fail portions of the evaluation may not be eligible for recommendation for award.</p>	<p>Yes/No</p>	

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING OFFER _____

SOLICITATION #XXXXX OUTSOURCING OF LANDFILL AND TRANSFER STATION OPERATIONS

EXHIBIT B: QUESTIONNAIRE (2 PAGES)

OFFEROR'S NAME: _____

The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria unless otherwise indicated.

A. Financial Proposal (0 to 30 points)

(Evaluated and scored by the Procurement Department.)

- In the Financial Proposal, the Proposer must propose an annual fee to be paid by the County to manage the operations described above.
- If the annual fee may vary from year to year, the Proposer should describe such variations.
- The Financial Proposal should separately specify a dollar/ton rate for managing the waste tires. The County will continue to pay CRM directly for their costs to pick up and recycle the tires. (see ARS 44-1305. Waste tire fund and program)

B. Operational Proposal (0 to 30 points)

The operational proposal must describe how solid waste in Pima County will be managed. The minimum level of service must be comparable to the level of service currently provided by the County.

- Submit an operating plan for each site describing how each facility will be operated in the future. Include a description of how, if at all, the Proposer plans to utilize the existing available airspace at Tangerine and at Sahuarita, while still allowing 5000 tons of capacity at each location so the County can continue to use the landfills for its needs. Describe any future plans for the construction of a transfer station at Sahuarita. The County retains an approval role for any construction at the Facilities.
- Submit an operating plan for the waste tire facility(s) describing how the facility will be operated in accordance with state statutes and how the information will be collected to allow the County to submit the required annual reports to the state and provide the County with the tire manifests. The County will pay the CRM contract for tire recycling directly. The proposal shall include any administrative and operational costs incurred by the Contractor in managing the waste tire facility(s).
- Assure that the Facilities be operated in compliance with all applicable federal, state and local laws, regulations and permits, including ensuring the exclusion of prohibited material such as hazardous waste and other special waste. Specify the origin of the waste, the type of waste and the waste screening plan. Submit a litter control plan for each site. Contractor is responsible for odor control, dust control, monitoring and recordkeeping except as specifically excluded above.
- Describe how and where the cover material for Tangerine will be available. Preference will be given to locations close to the Tangerine Landfill to minimize haul costs.
- The County requests a plan for how the municipal waste in the Ajo area will be managed. This may include continuation of the landfill or some alternate proposal that will be financial advantageous while still providing reasonable service to Ajo area residents. The current hours and days of operation may be reduced; however, the proposal should include specific detail regarding the proposed operating schedule.
- The proposal must include a plan for the continued operation of the current Rural Collection Centers although the proposal may include recommendations for changing the locations to provide better residential service at equal or lower cost.
- The operational proposal should describe continued operation or expansion of the recycling program. The County currently disposes of recycling material under an Intergovernmental Agreement with the City of Tucson at its MRF. The Contractor should describe if he would want to continue using the IGA or propose an alternative.
- **The operational proposal should describe any additional program elements available to assist the community, for example free dump days or sponsored community cleanup events.**

C. Company Experience and Knowledge of Solid Waste Operations (0 to 20 points)

- The Proposal must include a description of the Proposer's and any partners' current solid waste operations, including:
 - The type(s) of facility(ies), location(s).
 - The years of operation.
 - The compliance history.
- The Proposer should also indicate any past experience with the operation of government-owned solid waste facilities.
- Include the proposed organizational structure for the Proposer and any partners.

SOLICITATION #XXXXX OUTSOURCING OF LANDFILL AND TRANSFER STATION OPERATIONS

D. References (0 to 15 points)

To be provided by offeror's clients.

E. Sustainability (0 to 5 points)

Provide information regarding the following:

- Your Company philosophy and/or policies on waste prevention, reduction, recycling and/or reuse of your Company's material resources. If you have an established Company Environmental Policy, you may attach in addition to your response to this item.
- Utilization of alternative energy such as solar or wind energy, and use of bio-diesel or other alternative fuels in support of your Company's energy needs.
- Utilization of environmentally preferable materials in your Company's operations, including purchase of locally produced/manufactured products to minimize transport.
- Your internal office practices that lessen impact on non-renewable resources and global climate change (reduction in water, energy, or paper use, minimization of hazardous materials use, compressed or flexible work week schedules, etc.)
- Any other elements of your Company for the County's consideration that may fall within the definition of sustainable practice. Such elements include but are not limited to: resource extraction and manufacturing processes utilized; distance and type of transportation required; life-cycle costs; amount of waste generated; the recyclable content of the product, the product's capacity to be recycled or reused, and the product and packaging "take-back" policies of the manufacturer or distributor; energy and water efficiency; socioeconomic benefits to Pima County which may include preference to firms that are located within Pima County.

Oral Presentation

The Commodity/Contracts Officer will notify finalists of the date, time and location of the oral presentations. The presentation will include the demonstration of any function, product or system capability included in the proposal. Points for the oral presentation will be based on presenter's knowledge, effectiveness of communication, experience with similar contracts and the quality of the responses to questions during the presentation.

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING OFFER

END OF EXHIBIT C

SOLICITATION #XXXXX OUTSOURCING OF LANDFILL AND TRANSFER STATION OPERATIONS

EXHIBIT C: REFERENCE FORM (TWO PAGES)

PLEASE COMPLETE EACH AND EVERY SECTION.

Name of Vendor for whom reference is given: _____

Your organization's business name: _____

Your Name and title: _____

Telephone number: _____ E-Mail address: _____

- Does Vendor currently provide your organization with (description of service), and at least for (minimum required years)?

Yes Service was provided from _____ to _____
 (MO/YR) (MO/YR)

No

- Please briefly describe the scope of service and dollar value of the contract with Vendor:

- Did Vendor meet all contract requirements satisfactorily: Yes No

- How satisfied are you with the quality and accuracy of information provided by Vendor?

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	<i>Unsatisfactory</i>	<i>Below Average</i>	<i>Average</i>	<i>Above Average</i>	<i>Exceptional</i>
1. Communications with Vendor:	0	1	2	3	4
Comments: _____					
2. Understanding of contractual requirements:	0	1	2	3	4
Comments: _____					
3. Timeliness and completing projects on time and within budget:	0	1	2	3	4
Comments: _____					
4. Vendor knowledge of <u>Solid Waste Operations</u> services:	0	1	2	3	4
Comments: _____					
5. Vendor's record keeping and billing accuracy	0	1	2	3	4
Comments: _____					

EXHIBIT C: REFERENCE FORM (continued)

Name of Vendor for whom reference is given: _____

PLEASE RATE THE FOLLOWING ITEMS (circle one):

		Below Unsatisfactory	Average	Average	Above Average	Exceptional
6. Vendor's responsiveness and success at addressing problems that arise:	0	1	2	3	4	

Comments: _____

7. Competence of professional services staff.	0	1	2	3	4	
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Comments: _____

8. Overall satisfaction with Vendor.	0	1	2	3	4	
--------------------------------------	---	---	---	---	---	--

Comments: _____

9. What are their strengths as a Solid Waste Operations provider?

10. What are their drawbacks as a Solid Waste Operations provider?

Any other information that you would like to share about the Vendor:

Your Signature: _____

Please fax this form by **Month Date, Year**, no later than **XX:00 PM MST** to:

[CCO name]
Commodity/Contracts Officer
Pima County Procurement Department
Fax: (520) 798-1484 or Your RightFax No.
Tel: (520) 740- xxxx

Vendor may contact you if Reference Form due-in schedule has been revised by subsequent solicitation addendum. The published revised due-In schedule will supersede above schedule.

Thank you for your time. Your cooperation is sincerely appreciated.

END OF EXHIBIT C

AGREEMENT FOR OUTSOURCING OF SOLID WASTE FACILITY OPERATION

THIS CONTRACT is entered between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and [Legal Name as documented by the ACC or sole proprietorship], hereinafter called CONTRACTOR.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONTRACTOR to operate solid waste facilities on behalf of County as set forth in the body of this Contract; and

WHEREAS, CONTRACTOR submitted the most advantageous response to County for Solicitation No. [70860] for the operation of said solid waste facilities.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as awarded by the Board of Supervisors, shall commence on [July 1st, 2013] and shall terminate on [June 30th, 20XX], unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to four (4) additional one-year periods or any portion thereof.

Any modification, or extension of the contract termination date, shall be by formal written amendment executed by the parties hereto.

Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE II – SCOPE OF SERVICES

County shall transfer the operation of the following existing solid waste facilities (the “Facilities”) to Contractor subject to the requirements of this Contract:

- a. Tangerine Landfill (including the Waste Tire Collection Facility)
- b. Sahuarita Landfill
- c. Ajo Landfill
- d. Catalina Transfer Station
- e. Ryan Field Transfer Station
- f. Rural Collection Centers
- g. ABOP (antifreeze, batteries, oil and paint) Facilities
- h. Recycling Facilities

Contractor will operate all of the Facilities in accordance with the requirements of the Contract. Contractor will follow the approved Operating Plan for each location. Specifically, with regard to the operation of each individual facility, Contractor and County agree as follows:

Tangerine Landfill

Tangerine Landfill shall remain open to the public for business on Mondays through Saturdays from the hours of 7:30 am to 3:00 pm or as otherwise agreed in the operating plan. Tangerine Landfill shall accept non-hazardous and non-liquid items including household waste, green waste, construction debris, furniture and carpet, manure and livestock waste, and inert material such as dirt, rock, concrete and bricks, scrap metal, mixed stream recycling and appliances as well as contain an ABOP Facility and a Waste Tire Collection Facility.

At such time as the remaining available airspace less five thousand (5,000) tons of capacity is utilized within the Tangerine Landfill, daily public operations at the Tangerine Landfill (including the ABOP Facility) will cease. Contractor shall ensure that five thousand (5,000) tons of capacity shall remain at the Tangerine landfill following cessation of daily operations to accept County-generated waste. Upon cessation of daily operations once available airspace less 5,000 tons of County capacity is reached, the operation, management and eventual closure of the Tangerine Landfill shall become the responsibility of the County, provided that the Contractor shall leave the site in a condition necessary for closure as determined by the County pursuant to an approved landfill closure plan.

County shall continue monitoring of perimeter gas probes, groundwater, and maintenance and operation of the leachate collection system. Contractor shall provide County access to the Tangerine Landfill for the development and operation of a gas-to-energy system or other alternative energy systems. Contractor shall be responsible for all additional record keeping and compliance activities. Contractor shall conduct stormwater inspections as required in any approved stormwater plan and shall immediately repair any stormwater erosion. No daylighting of waste shall occur.

Contractor shall continue to allow operation of the Waste Tire Collection Facility at the Tangerine Landfill or at an alternative location provided that such alternative location would allow convenient access to residential and business customers, the County and the County's independent contractors. County has an independent contract with another provider to collect and recycle tires at the Waste Tire Collection Facility and County shall be solely responsible for all costs associated with the independent contract. Contractor shall track the volume of tires accepted at the Waste Tire Collection Facility, shall accept tire manifests, and shall operate the Waste Tire Collection Facility in accordance with all federal, state and local statutes, rules and ordinances. Contractor shall provide all necessary information to County to allow County to prepare and submit annual reports as required by A.R.S. sections 44-1305 and 44-1306.

Contractor shall deliver to County two hundred seventy thousand (270,000) cubic yards of suitable material for final closure of the Tangerine Landfill at a time and location on the landfill site specified by County. The cover material must meet the specifications of the approved landfill closure plan.

Sahuarita Landfill

Sahuarita Landfill shall remain open to the public for business on Monday through Saturday from the hours of 7:30 am to 3:00 pm or as otherwise agreed in the operating plan. Sahuarita Landfill shall accept non-hazardous and non-liquid items including household waste, green waste, construction debris, furniture and carpet, manure and livestock waste, and inert material such as dirt, rock, concrete and bricks, scrap metal, mixed stream recycling and appliances as well as contain an ABOP Facility.

At such time as the remaining available airspace less five thousand (5,000) tons of capacity is utilized within the Sahuarita Landfill, Contractor shall propose alternative operations that meet the existing operational requirements for the Sahuarita Landfill either by continued operation of the landfill or a transfer station. Contractor shall either complete construction of the second half of Cell 2 at the Sahuarita Landfill or construct and operate a transfer station at the Sahuarita Landfill site. In the event a transfer station is constructed at the Sahuarita Landfill, Contractor shall ensure that any waste accepted at the transfer station shall remain on site for no longer than forty eight (48) hours. Any facilities constructed on Pima County property shall become the property of County at the end of the Contract term.

Once available airspace less 5,000 tons of County capacity is reached, the operation, management and eventual closure of the Sahuarita Landfill shall become the responsibility of the County. Contractor shall leave the site in a condition necessary for closure as determined by the County pursuant to an approved landfill closure plan.

County shall continue monitoring of perimeter gas probes, groundwater, and maintenance and operation of the leachate collection system. Contractor shall provide County access to the Sahuarita Landfill as needed for the conduct of County business. Contractor shall be responsible for all additional record

keeping and compliance activities. Contractor shall conduct stormwater inspections as required in any approved stormwater plan and shall immediately repair any stormwater erosion. No daylighting of waste shall occur.

Ajo Landfill

County operates the Ajo Landfill under a small arid landfill exception as permitted by the Arizona Department of Environmental Quality. The Ajo landfill operates five (5) days per week, eight (8) hours per day. Contractor may reduce the hours or days of operation or propose a plan for alternative revenue generation or the use of an alternative operating scenario to address operating costs, but Contractor must maintain an operational municipal waste facility in Ajo. County shall have sole approval of any proposal by Contractor to adjust hours or days or location of operation or landfill fees. Contractor shall continue operation of facility that accepts used motor oil for recycling and a bin for used tire collections either at the existing Ajo Landfill or at any approved alternative site. The County's tire contractor will collect any tires from the location.

Catalina Transfer Station

Contractor shall continue to operate the Catalina Transfer Station on Thursday to Saturday from the hours of 7:30 am to 3:00 pm. The Catalina Transfer Station shall accept bagged household waste, greenwaste from February through July, mixed stream recycling and scrap metal. Residents may also bring in not more than five (5) tires each per year. Contractor shall continue the operation of an ABOP facility at the Catalina Transfer Station.

Ryan Field Transfer Station

County maintains the Ryan Field Transfer Station on leased land from the Tucson Airport Authority. Contractor shall continue to operate the Ryan Field Transfer Station on Thursday to Saturday from the hours of 7:30 am to 3:00 pm. The Ryan Field Transfer Station shall accept the bagged household waste, mixed stream recycling and scrap metal. Residents may also bring in not more than five (5) tires each per year. Contractor shall continue the operation of an ABOP facility at the Ryan Field Transfer Station.

Rural Collection Sites

County maintains the following Rural Collection Sites: Arivaca, Sasabe/Arivaca, Why and Lukeville. Contractor shall continue to operate the Rural Collection Sites in such a manner and at such locations as specified in the operating plan. Contractor shall be responsible for the disposal of all waste collected at the Rural Collection Sites at an appropriate location and shall maintain the Rural Collection Sites in a clean and safe manner.

Contractor shall operate all of the Facilities in accordance with all applicable federal, state and local laws, rules, statutes or ordinances now in existence or hereafter adopted. Any violation of any law, including without limitation any environmental law or regulation resulting from Contractor's operation of the Facilities shall be the sole responsibility of Contractor and Contractor specifically indemnifies and holds County harmless for any and all such violations.

Contractor may elect, but is not required, to hire any currently employed County employee working at any of the Facilities as an employee of Contractor. Any County employee at any of the Facilities who is not hired by the Contractor shall be reassigned within the County employment system.

Contractor shall maintain any recycling facilities existing at any of the facilities wherever feasible to do so.

Contractor shall follow all existing operational plans submitted by Contractor to County in conjunction with the operation of the Facilities. If Contractor desires to change operations at any of the Facilities, Contractor shall submit a revised proposed operating plan to the County for approval in advance of any modification of operations.

Contractor shall operate the Facilities in such a manner as to ensure that no noticeable litter is present at or adjacent to any of the sites. In the event County receives complaints from adjoining property owners or residents regarding any of the Contractor's operations, the County reserves the right to oversee Contractor's operations and ensure that sites are properly maintained and operated.

County shall retain ownership of all solid waste equipment at any of the landfill sites and may dispose of such equipment in accordance with County policies. Contractor shall obtain and maintain at its sole cost and expense any and all equipment necessary to conduct operations at the landfill sites under this Contract. Any scales existing at the landfill sites shall remain in place and may be used by Contractor. Contractor shall be solely responsible for any maintenance or repair of the scales during the term of this Contract. Ownership of the scales shall remain with County.

County hereby leases to Contractor any and all transfer station equipment in existence as of the date of this Contract for the duration of this Contract. Contractor shall be solely responsible for any maintenance or repair of the transfer station equipment during the term of this Contract. Ownership of the transfer station equipment shall remain with County.

County does not own any equipment associated with the operation of the Rural Collection Sites.

County shall retain responsibility for the submittal of any regulatory fees for the operation of the Facilities to the State or the County.

Contractor shall maintain the current level of entry fees to any of the Facilities for one year from the execution of this Contract. Following one year from execution of this Contract, Contractor may propose to County new fees for any of the facilities. Any fee changes must be made in accordance with A.R.S. sections 11-251.08 and 11-251.13.

For the six month period prior to the termination of this Contract, Contractor shall participate in a coordination team as directed by County to ensure orderly transition of the services to be provided under this Contract to a new Contractor or to the County.

In the event of termination of this Contract for any reason, Contractor shall assign to County or to a new contractor selected by County any and all third party agreements between Contractor and other parties for landfill disposal of solid waste from any of the Facilities.

ARTICLE III – COMPENSATION AND PAYMENT

In consideration for the goods and services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in an amount not to exceed \$xxxx annually.

It is the intention of both parties that pricing shall remain firm during the term of the contract. Price increases shall only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that price increases are desired by the CONTRACTOR upon renewal of the Contract, CONTRACTOR shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the Contract. It is agreed that the Unit Prices shall include compensation for the CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article I of this Contract.

CONTRACTOR shall not provide services in excess of the Scope of Services set forth in section II without prior authorization by an amendment executed in writing by both COUNTY and CONTRACTOR. Services provided in excess of Contract Total Amounts without prior authorization by fully executed amendment will be at CONTRACTOR'S own risk.

For the period of record retention required under Article XXI, COUNTY reserves the right to question any

payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

ARTICLE IV – INSURANCE

The CONTRACTOR'S insurance shall be primary insurance and non-contributory with respect to all other available sources. CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of Five Million Dollars (\$5,000,000.00) combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) Workers' compensation coverage including employees' liability coverage as required by law.

CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the COUNTY of cancellation, non-renewal or material change.

CONTRACTOR shall additionally procure and maintain in force during the term of this Contract a performance bond in the amount of Five Million Dollars (\$5,000,000.00) in favor of COUNTY. In the event of a default by CONTRACTOR of any performance due to COUNTY under this Contract, COUNTY may demand payment under the performance bond.

ARTICLE V - INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

CONTRACTOR warrants that all services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this Contract.

ARTICLE VI - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE VII - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers agents or employees shall be considered an employee of Pima County or

be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

ARTICLE VIII - SUBCONTRACTOR

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE IX - ASSIGNMENT

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE X - NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors, Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE XI - AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE XII - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist in one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XV - TERMINATION

COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.

This Contract may be terminated at any time without advance notice and without further obligation to the COUNTY when the CONTRACTOR is found by COUNTY to be in default of any provision of this Contract.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE XVI - NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:

[Department Director Name/Address]

CONTRACTOR:

[Name, legal address, fax/phone of

Contractor Officer submitting bid]

ARTICLE XVII - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE XVIII - OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in the Pima County Solicitation No. [73085] including the Request For Proposals, Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, CONTRACTOR'S Proposal and on other information and documents submitted by the CONTRACTOR in its' response to Solicitation No. [73085]. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

ARTICLE XIX - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XX - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE XXI - BOOKS AND RECORDS

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE XXII – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that respondent reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE XXIII – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to

either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

ARTICLE XXIV – SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. §§ 35-391.06 and 393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

ARTICLE XXV - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors

Authorized Officer Signature

Date

Printed Name and Title

Date

ATTEST

Clerk of Board

Date

APPROVED AS TO FORM

Deputy County Attorney

Print DCA Name

Date

APPROVED AS TO CONTENT

Department Head

Date